Global Service Exchange Enrollment Form

Global Service Exchange (GSX) is an easy to use Web-based service system that enables Apple service providers to conduct service business with Apple seamlessly via the World Wide Web. Start taking advantage of GSX as soon as it is available in 2003 by faxing this completed enrollment form to Apple at the applicable number listed below.

The following must be completed to access GSX:

1. Read and agree to the GSX Agreement below, complete the information and fax this application to:

U.S.: 512-674-8125 / **Canada:** 800-903-5284 / Attn: GSX Enrollment

2. Apple will notify you of further instructions prior to the introduction of GSX in 2003.

Note:

- You must be an Apple service provider with an active service account to apply for GSX access.
- Submit only one application per corporation, school district, university, etc.

Apple Computer, Inc. GSX Agreement

PLEASE READ THIS AGREEMENT ("AGREEMENT") CAREFULLY BEFORE ACCESSING GLOBAL SERVICE EXCHANGE. BY APPLYING FOR ACCESS TO THE GLOBAL SERVICE EXCHANGE SYSTEM ("THE SYSTEM"), YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT CONSENT TO THE TERMS OF THIS AGREEMENT, OR YOU ARE NOT AUTHORIZED TO USE THE SYSTEM, YOU SHOULD THEN CLICK THE "DECLINE" BUTTON AND THE APPLICATION FORM WILL NOT BE SUBMITTED.

1. Access. This Agreement authorizes access to the System and use of the information in the System for the purchasing or service provider entity ("Customer") with which Apple Computer, Inc., or its subsidiaries ("Apple") has a written purchasing or service provider agreement. By evidencing your consent to the terms of this Agreement, you warrant and represent, on behalf of the Customer that you are authorized to enter into this Agreement on the Customer's behalf. Additionally, you acknowledge that anyone you permit to access the System will be required to submit a separate, additional application for access. You are solely responsible for all uses of your password and for maintaining your password's security, and you particularly represent and warrant that the Customer will complete the purchase of any orders placed using your password.

2. System Access. You are permitted to access the System and use the information in the System as a representative of the Customer for the sole purpose of providing repair service on Apple products (including but limited to the electronic ordering of parts and making claims on Apple) pursuant to the Customer's agreement with Apple.. Your access is at no charge to you, but you acknowledge that Apple, in its sole discretion, may determine to charge you for access to or use of the System upon notice to you and that, if you continue to use the System after the date such charges are implemented in accordance with Apple's notice, the Customer on whose behalf you access the System will pay such charges. You are solely responsible for any long distance phone or other connection charges incurred in accessing the System.

3. Electronic Ordering. Apple, in its sole discretion, may accept or decline any orders or claims placed via the System. Additionally, Apple may accept changes to orders placed via the System if the order has not yet been put in process by Apple's shipping department; provided, however, that you must request such changes by contacting the Apple Service or Support Center and not through the System. If the order is already in process, and Apple accepts any requested change, the change will be considered as resulting from a customer error and returns will be subject to the appropriate approvals and Apple's standard restocking fee. When you place orders on the System, standard Apple invoices will be the only documentation provided by Apple with respect to the purchase. By placing product orders or making claims on the System, you, on behalf of the Customer: (a) warrant and represent that you are authorized to place such orders and make such claims on the Customer's behalf; (b) acknowledge that an order placed through the System is the equivalent of one placed with a properly-signed and authorized purchase order; (c) waive all challenges to the validity and enforceability of any order placed through the System; (d) warrant and represent that funds will be available for payment of all orders placed through the System; and (e) acknowledge that, in the event you both place an order on the System and send a purchase order to Apple for the same products, the Customer will be obligated to make payment for all products shipped by Apple in response to both orders.

4. Disclaimer of Warranty. Your use of the System is at your sole risk. THE SYSTEM IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, APPLE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND INFRINGEMENT OF THIRD PARTY RIGHTS. APPLE DOES NOT WARRANT THAT THE SYSTEM WILL MEET YOUR REQUIREMENTS, OR THAT THE SYSTEM'S OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SYSTEM WILL BE CORRECTED. FURTHERMORE, APPLE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE APPLE SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

5. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, APPLE IS NOT LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE USE OF THE SYSTEM. THE FOREGOING LIMITATION SHALL NOT APPLY TO PERSONAL INJURY CLAIMS CAUSED BY APPLE'S NEGLIGENCE EXCEPT WHERE SUCH LIMITATION IS PERMITTED BY APPLICABLE LAW. To the extent permitted by law, Apple's total liability to you for all damages shall not exceed fifty dollars ($50.00).

6. Controlling Law. This Agreement will be governed by and construed according to the laws of the State of California as applied to agreements entered into and to be performed entirely within California between California residents, except for that body of law relating to conflict of laws. For Customers located in North America, any litigation or other dispute resolution between the parties relating to this Agreement shall take place in the Northern District of California, and such Customers consent to the personal jurisdiction of and venue in the state and federal courts within that District.

7. Severability. If for any reason a court of competent jurisdiction finds any provision, or portion of a provision, of this Agreement to be unenforceable, the remainder of this Agreement shall continue in full force and effect.

8. Complete Agreement. This Agreement constitutes the entire agreement between the parties with respect to the use of the System and supersedes all prior or contemporaneous understandings regarding such subject matter.

9. Modification. Apple reserves the right to discontinue the System or modify the terms of this Agreement at any time. Notices of changes in the terms of this Agreement that are posted on the System will be deemed given when posted. If you continue to use the System after Apple has posted changes in the terms of this Agreement, the changed terms shall be deemed part of this Agreement.

10. Termination. In its sole discretion Apple may terminate your access to the System at any time. Upon termination of the Customer's written purchasing or service provider agreement with Apple your rights to access the System shall automatically terminate.

Company name: _____

Contact Name: _____ Phone: (_____)_____

Company address: _____ City _____ State _____ Zip _____

Apple Service Acct. No.: _____ - _____ - _____ Apple ID (normally your email address): _____

Contact Signature: _____ Date: _____

© 2002 Apple Computer, Inc. Apple and the Apple logo are trademarks of Apple Computer, Inc., registered in the U.S. and other countries. AppleCare is a service mark of Apple Computer, Inc., registered in the U.S. and other countries.